

EXHIBIT 4

FILED UNDER SEAL

In the Matter Of:

In Re - Pork Antitrust Litigation

BRIAN ADAMS

June 07, 2022



1

2 UNITED STATES DISTRICT COURT

3 DISTRICT OF MINNESOTA

4 Case No. 0:18-cv-01776-JRT-HB

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7 IN RE:

8 PORK ANTITRUST LITIGATION

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14 REMOTE VIDEOTAPED DEPOSITION OF

15 THE GRADY CORPORATION

16 BY BRIAN ADAMS

17

18 Tuesday, June 7, 2022

19 10:00 a.m. (CDT)

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21

22

23 Reported by:

24 Joan Ferrara, RMR, FCRR

25 Job No. 2022-846451

1 B. ADAMS

2 Q. Okay. And why is that, why is
3 that your guess?

4 A. I would just assume that's how it
5 works in a lot of businesses, you know. If
6 I buy a case a week from somebody and
7 somebody else buys 1,000 cases a week, the
8 person who buys 1,000 cases a week is going
9 to get a better price.

10 Q. Okay. Is one way they would get
11 a better price, for example, you know,
12 volume-based discounts?

13 A. Yes, that would be my assumption.

14 Q. Does Grady Corporation get any
15 significant volume-based discounts for your
16 pork purchases?

17 MR. BOZEMAN: Object to the form.

18 A. I don't know because I don't know
19 what other people are paying.

20 Q. Okay. But do you get
21 volume-based discounts just as a matter of
22 fact?

23 A. We do, on our ribs.

24 Q. On any other products?

25 A. No, just pay market price.

1 B. ADAMS

2 Q. Sorry, I think I talked over you.

3 A. We just pay market price on the
4 other pork products.

5 Q. But you don't pay market price on
6 the ribs?

7 A. Well, we lock in a price for the
8 year. You know, we commit to a certain
9 number of cases. Like our pork butts price
10 changes weekly. The rib price we lock in
11 for a year.

12 Q. Got it. So for pork butts that
13 change, prices that change weekly, is that
14 market price?

15 A. Yes.

16 Q. So it's a price that fluctuates
17 weekly kind of with the market, it sounds
18 like?

19 A. Correct.

20 Q. But for ribs, it sounds like you
21 lock in an annual price? Am I hearing that
22 right?

23 A. Correct.

24 Q. And why do you do that for ribs
25 as opposed to pork butts?

1 B. ADAMS

2 A. They're just -- the ribs are a
3 lot more volatile in price throughout the
4 year than pork butts are.

5 Q. Okay. Do you buy a lot more ribs
6 than you do other pork products?

7 A. No. We buy -- we probably buy
8 more pork butts than we do ribs.

9 Q. Got it.

10 But it's because the ribs have a
11 more volatile price, that's why you seek to
12 lock in an annual price, is that right?

13 A. Correct.

14 Q. If you wanted to lock in an
15 annual price for pork butts, would you be
16 able to do that?

17 A. I don't know. We've never tried.

18 Q. Do you have an understanding of
19 why your pork suppliers allow you to lock
20 in an annual price for ribs?

21 MR. BOZEMAN: Object to the form.

22 A. No, I don't know why they allow
23 that.

24 Q. Is it possible for a class member
25 to not have been injured at all as a result

1 B. ADAMS

2 of the alleged conspiracy?

3 MR. BOZEMAN: Object to the form.

4 A. I don't know.

5 Q. But you would agree with me that
6 it is possible, though, for a class member
7 to have been injured by a different amount
8 than Grady Corporation, for example?

9 A. Yes, I would -- yes, I would
10 think that.

11 Q. Okay. And why is that?

12 A. Tell me your question again?

13 Q. Yeah. I was just saying, so you
14 would agree with me that it's possible for
15 a class member to have been injured by a
16 different amount than Grady Corporation,
17 for example?

18 MR. BOZEMAN: Object to the form.

19 A. Yes. My answer is yes.

20 Q. Okay. And then my follow-up
21 question was, I'm just curious about why
22 your answer is yes, why do you believe
23 that?

24 MR. BOZEMAN: Object to the form.

25 A. Well, because other people buy

1 B. ADAMS

2 more product than I do.

3 Q. Okay. So as a result then you
4 would agree with me that it's possible for
5 a class member to be injured by a greater
6 amount, for example, than Grady Corporation
7 has been injured?

8 MR. BOZEMAN: Object to the form.

9 A. Yes.

10 Q. Okay. And you'd also agree then
11 that it's possible that another class
12 member was injured less than Grady
13 Corporation?

14 MR. BOZEMAN: Object to the form.

15 A. Yes.

16 Q. Would you be happy as a class
17 representative if Grady Corporation
18 recovered some money, but the other class
19 members recovered nothing?

20 A. Would I be happy?

21 Q. Yeah.

22 A. No. I'm looking to represent
23 everybody in the class and try to get
24 everybody right.

25 Q. Okay. Would you be unhappy if

1 B. ADAMS

2 them --

3 A. Yes.

4 Q. -- to see if there were any
5 invoices between 2009 and 2018, is that
6 right?

7 A. Yes.

8 Q. Okay. And asked by your
9 attorneys, is that right?

10 A. Yes.

11 Q. Okay. And if Kevin would have
12 found any between 2009 and 2018, is it your
13 understanding he would have handed those
14 over to your attorneys?

15 A. Yes.

16 Q. Okay. Is there any other record
17 of pork purchases you would have beyond
18 just the invoices that we were just kind
19 of -- that we were just discussing?

20 A. No.

21 Q. You mentioned that during the
22 time period of 2009 and 2018 Ben E. Keith
23 Food Distribution would have been the only
24 pork vendor that you used except for
25 emergencies when you may have gone to Sam's

1 B. ADAMS

2 Club.

3 Did I hear that right?

4 A. Correct.

5 Q. Okay. Can you explain to me, you
6 know, when and why you would have gone to
7 Sam's Club as opposed to buying pork from
8 Ben E. Keith?

9 A. Yeah. I mean, if we just got an
10 order like, say, on a Friday afternoon that
11 somebody wanted for Monday and we didn't
12 have enough pork butts and we couldn't get
13 another delivery from Ben E. Keith until
14 Monday, you know, the butts have to cook
15 overnight on Sunday night, so we'd have to
16 run to Sam's just to pick up enough just so
17 we'd have enough to get through that day.

18 Q. Okay. Would this be primarily in
19 relation to your catering business?

20 A. Yes.

21 Q. Okay. Would you ever have to go
22 to Sam's Club to buy pork products for your
23 restaurant business, just the brick and
24 mortar business?

25 A. Oh, yes, we've had to on a

1 B. ADAMS

2 handful of occasions, but not very often.

3 Q. So for the catering business, you
4 could get a call asking for a catered
5 product that you don't have on hand from
6 Ben E. Keith and there's not enough time to
7 order it, so that's an instance where you
8 would go to Sam's Club. Am I understanding
9 that right?

10 A. Yes.

11 Q. Can you describe for me the
12 instance or instances in which you'd have
13 to go to Sam's Club for the restaurant
14 business?

15 A. Well, sometimes Ben E. Keith
16 might be short on pork butts and, you know,
17 won't have any for a day or two and then we
18 have to go supplement from Sam's.

19 Q. Okay.

20 A. Or if we got just a whole lot
21 busier at the restaurant, you know, than we
22 were anticipating and sold more than what
23 we thought we were going to sell, we might
24 have to run over there every now and then,
25 but it doesn't happen very often.

1 B. ADAMS

2 Q. In those instances where somebody
3 would have to go to Sam's Club to buy pork
4 products, do you know how you would
5 purchase those products? Would it be with
6 cash or a credit card or --

7 A. With a credit card.

8 Q. Okay. Would you keep the
9 receipts for those purchases?

10 A. No.

11 Q. Okay. Do you have an estimate
12 of, you know, between 2009 and 2018, how
13 many instances you've had to go to Sam's
14 Club to buy pork products for your catering
15 business or restaurant?

16 A. No. It would be a guess.

17 Q. So you've already told me between
18 2009 and 2018 in the realm of pork
19 distribution vendors, Ben E. Keith is the
20 only one, right?

21 A. Yes.

22 Q. What about in the case of
23 emergencies, is Sam's Club the only place
24 you would go to buy pork products in the
25 case of an emergency?

1 B. ADAMS

2 A. It's price per pound is what it
3 is. I don't know why they have it listed
4 like that.

5 Q. Okay. Sorry?

6 A. No, I was about to say if you
7 took that 612.9 on the shipped weight times
8 1.19 you'll come up with the 729.35, but I
9 don't know why they have it on there as
10 average case price. It's a weird way for
11 them to list it.

12 Q. Okay. So it says average case
13 price, but to the best of your knowledge
14 what that really represents is average
15 price per pound?

16 A. Yes, price per pound on the
17 butts.

18 Q. Okay.

19 A. I wish a case of butts only cost
20 me \$1.19.

21 Q. Like it did in, it looks like
22 August of 2018?

23 A. Well, no, that's not the actual
24 case price. The case doesn't weigh a
25 pound.

1 B. ADAMS

2 Q. Got it. Sorry. I'm thrown by
3 the title here. Got it. That makes sense.

4 So I'm seeing here kind of for
5 each row it ends up being what you just
6 testified is average price per pound. How
7 is that price determined?

8 MR. BOZEMAN: Object to the form.

9 A. It's obviously whatever Ben E.
10 Keith pays from the packer and they put
11 their markup on it and sell it to me. I
12 don't know what their markup is.

13 Q. Okay. How do you decide whether
14 or not the prices for particular pork
15 products are acceptable to you?

16 A. Well, I don't know that I really
17 understand the question. Just if they're
18 acceptable to me -- I mean, I guess if
19 they're not acceptable is when I start
20 shopping with other distributors.

21 Q. Okay. How do you decide when
22 it's time to shop at other distributors?

23 A. It doesn't happen -- you know,
24 I've done it probably two to three times
25 over the 17 years we've been open. But

1 B. ADAMS

2 it's usually just to make sure that I'm
3 getting a fair deal from Ben E. Keith more
4 than anything else.

5 Q. Okay. All right. Do you
6 understand the class period in this case,
7 you know, the relevant time period that
8 you've alleged in your Complaint is from
9 January 2009 to June 2018?

10 A. Correct.

11 Q. So this entire summary of
12 invoices would be outside of that relevant
13 time?

14 A. Yeah. I don't know why this was
15 run.

16 Q. Okay. Can you explain why Grady
17 Corporation has not provided any invoices
18 for any purchases between January 1, 2009
19 to June 30, 2018?

20 MR. BOZEMAN: Object to the form.

21 A. I wasn't aware that we didn't. I
22 thought Eric took them when he was there,
23 but I'd have to check.

24 Q. Okay. Does it surprise you to
25 hear that? Are there invoices in that time